

Clients: Mr Keith Adams

Address: Beckside Farm, Distington, Workington CA14 4QY

The Property: Two development plots at Beckside Farm, Distington

Date: 4<sup>th</sup> January 2024

Signed:

**AGENCY AGREEMENT**  
Terms of Business

Under the terms of the Estate Agents Act 1979 and the Consumer Protection from Unfair Trading Regulations 2008 we are required to give you the following information BEFORE you are legally allowed to instruct us to act on your behalf regarding the sale of your property.

**1. Sole Agency**

We understand that you are considering appointing us as Sole Agents for the sale of the Property. If you do appoint us as Sole Agents, this will have the following effect:-

- a) You may not instruct any other Agent regarding the sale of your Property during the period of our Sole Agency.
- b) You will be liable to pay us our Commission in accordance with Clause 2 and Clause 3 below.
- c) You confirm that you have full legal title to the Property and are entitled to sell the Property without the consent of any other party.
- d) You confirm that you are able to comply with the terms of this Agreement in full.
- e) This Agreement will last until you or Mitchells provide notice of termination to the other. Notice must be provided to the other party in writing and give a notice period of no less than four weeks. In the event that this period ends without a sale you will be liable for the Abortive Fee outlined under Schedule 2.

**2. Payment of Commission**

Upon completion of a sale of the Property, this Agreement will be regarded as a mandate to your Solicitor/Conveyancer to pay us the full amount of our Commission as set out in Schedule 1 and any costs associated with the Services outlined under Schedule 3 (as and when appropriate). You will be liable to pay us the Commission and Service charges, in addition to any other cost or charges agreed, if at any time contracts for the sale of your Property are exchanged in the following circumstances:-

- a) with a purchaser introduced by ourselves during the period of our Sole Agency with whom we have had negotiations about your Property during that period or
- b) with a purchaser introduced by another Agent or anyone else during that period or
- c) with a purchaser known to you personally, or
- d) with a purchaser who approaches you directly without introductions.

**3. Payment where a Sale does not occur**

Should you terminate your instructions before we are able to sell the Property on your behalf, the Abortive Fee specified in Schedule 2 will be payable in full. In the event that you sell the Property and one of the circumstances outlined above in Clause 2 apply, you will be liable to pay the Commission noted in Schedule 1 instead of the Abortive Fee. If you accept an offer for the Property during our Sole Agency period (which may be subject to contract or survey or any other matter) but then withdraw from that sale, you must pay us a Withdrawal Fee as noted in Schedule 2. If the period outlined at Clause 1(e) expires without a sale, then you are liable to pay the Abortive Fee noted in Schedule 2.

**4. Cooling off Period**

Under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have a 14 day cooling off period from the date of this Agreement to notify us if you wish to cancel this Agreement. Please provide notice by contacting us **in writing** at the details outlined at the bottom of this Agreement. **Mitchells will not conduct work on your behalf in this 14 day period unless you ask us to do so.** If you wish Mitchells to start work

within this 14 day period and later cancel the Agreement, you will be charged for works done prior to cancellation at the same rate as the Abortive Fee set out in Schedule 2.

#### **5. Notification of Offers.**

During the period that we are offering the Property for sale on your behalf we will notify you of all offers received by us for your Property.

#### **6. Disclosable Interests**

We will disclose any personal interest we might have with the Property (buying or selling). This would include an interest by any connected party such as our staff and members of their families. We will tell you as soon as we are aware.

#### **7. Consumer Protection from Unfair Trading Regulations 2008**

The Consumer Protection from Unfair Trading Regulations 2008 prohibits the making of any false or misleading statement, written, verbal or photographic about the Property. We will ask you to verify that the sales particulars are correct. You must also tell us if you become aware at any time of any inaccuracy in our sales particulars, advertising copy, press release or any other information which we produce relating to the Property. You must also instruct your solicitors to answer any points we raise with them about the Property or its legal Title.

#### **8. Intellectual Property**

Where photographs are provided to us by you for particulars, brochures and other promotional material, you confirm that you own the copyright of those photographs, including those taken by third party photographers. Where photographs are provided by us for particulars, brochures and other promotional material, Mitchells own the copyright of those photographs, and Mitchells' consent is required in order to use those photographs outside of our advertising materials.

#### **9. Force Majeure**

Mitchells shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances Mitchells shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, you may terminate this agreement by giving 30 days' written notice to Mitchells.

#### **10. Data Protection**

We comply with the data protection laws in the United Kingdom and take all reasonable care to prevent any unauthorised access to or use of your personal data. Our staff and those working for our approved agents or contractors have a responsibility to keep your information confidential and will only use it to offer products and services on our behalf.

#### **11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### **12. General**

This agreement has been prepared in accordance with the Estate Agents Act 1979 and Consumer Protection from Unfair Trading Regulations 2008 and has been written in simple English and is intended to be easy to read. Consequently, if you do not understand any of our terms please inform us and we shall be pleased to explain them further to you and discuss any points with you. By signing the agreement you have entered into a binding contract with us and it is assumed that you accept the terms and the fact that they are reasonable.

#### **13. Money Laundering Regulations 2007**

We are subject to the Money Laundering Regulations 2007 which require us to verify your identity and the identity of any beneficial owner before acting as agents. This Agreement is not to be treated as an established or concluded agreement until we have verified yours and any beneficial owner's identities. We will not take any steps, either

formal or informal, to market the Property until the verification of identification has taken place. We reserve the right to employ third party electronic verification for the purpose of verifying identity.

I understand fully and agree to accept the terms and conditions of your appointment as set out above and on the attached schedule and certify that I have authority to sign this contract.

Signed.....

Date.....

Mitchells Land Agency  
Lakeland Agricultural Centre, Cockermouth CA13 0QQ

01900 822016      [info@mitchellslandagency.co.uk](mailto:info@mitchellslandagency.co.uk)

[www.mitchellslandagency.co.uk](http://www.mitchellslandagency.co.uk)

**SCHEDULE 1**

Name of Vendor: Mr Keith Adams

Name of Property: Two Development plots at Beckside Farm, Distington

Commission: Our Commission will be:

1) £1,000 + VAT per plot

**SCHEDULE 2: FEES**

**Abortive fee:** Should this Agreement terminate before a sale has been agreed, an abortive fee must be paid. This fee will be based on quantum at £95 per hour plus VAT for work completed so far, plus any disbursement costs, and will be up to a maximum of £500.00. Mitchells reserves the right to increase the per hour rate charged under the Abortive Fee in the future and will provide notice to you if this occurs.

**Withdrawal fee:** Should a sale be agreed, regardless of if it is subject to contract, survey or any other matter, which you later withdraw from, you will be obligated to pay our Commission as outlined in Schedule 1.

**SCHEDULE 3: SERVICES**

<u>SERVICE</u>	<u>FEE</u>	<u>APPLICABLE?</u>
		YES / NO
		YES / NO
		YES / NO
		YES / NO
		YES / NO

Signed.....

Date.....

## CLIENT CARE NOTICE

### (Mitchells Auction Co. Ltd. Professional Conduct Procedures 2022)

Mitchells Auction Co. Ltd. Professional Conduct Procedure requires us to ensure:-

1. that you know the name and status of the person responsible for the day to day conduct of the above matter and, if different, the name of the principal member of the Company responsible for its overall supervision and
2. that you are kept informed of the issues and progress in the matter.

The Professional Conduct Procedure also requires that we operate a complaints handling procedure which includes ensuring that you are informed of the person to approach in the event of any problem with the service provided. We hope you will not have cause to complain, but to comply with the Procedure and to ensure none of the details are overlooked, we advise

	NAME	STATUS
1	Person responsible for day to day conduct	Andrew Wright Head of Department
2	Manager responsible (if different from 1)	
3	Person to be approached	If you are unable to resolve the matter with the Manager named above then raise the matter with Ann Cummings (Company Secretary) who works in our Mart Office (01900 822016)

The Property Ombudsment are required to have a complaints handling procedure that includes access to independent redress. In the event that a complaint cannot be dealt with by Mitchells Auction Co Ltd you may contact The Property Ombudsman (contact details available on request)

In order to comply with anti-money laundering legislation, new clients will be required to provide satisfactory evidence of their identity personally, through passport/photo driving licence plus one other document with their name and address e.g. utility bill (not mobile) mortgage/building society/bank documents, card documents, pension/benefit book. Corporate identity can be provided using company formation documents or business rates. Copies of the above documents will only be accepted provided that they have been certified by a teacher, accountant, solicitor, GP, bank manager or minister of religion.

Full details of this firm's Terms and Conditions are available upon request.

Signed.....

Dated.....

Mitchells Land Agency  
Lakeland Agricultural Centre, Cockermouth CA13 0QQ

01900 822016      [info@mitchellslandagency.co.uk](mailto:info@mitchellslandagency.co.uk)

[www.mitchellslandagency.co.uk](http://www.mitchellslandagency.co.uk)